

Kelso City Council Agenda

Regular Meeting, 7:00 pm
October 5, 2010
City Hall, Council Chambers
203 S. Pacific
Kelso, WA 98626



****Special accommodations for the handicapped and hearing impaired are available by special arrangement through the City Clerk's Office, 360-423-0900****

Invocation:

Pastor Nick Stumbo, East Hills Alliance Church

Call to Order:

Roll Call to Council Members:

Approve Minutes:

September 21, 2010-Council Workshop
September 21, 2010-Regular Council Meeting

KSD Student Representative:

Eric McDaniel, ASB President

Presentation:

1. Cowlitz River Trail Plan, Tim Mackin
2. Employee Recognition, David Sypher Presenter

Consent Items:

- Liquor License Renewal(s)
 1. Red Lion Hotel-510 Kelso Drive
 2. Three Rivers Golf Course-2222 S. River Rd
 3. Yan's Chinese Restaurant-300 Long Avenue West
- Phase 3 Stormwater Master Plan Award
- S 10th Sewer Closeout

Citizen Business:

Council Business:

Appointments

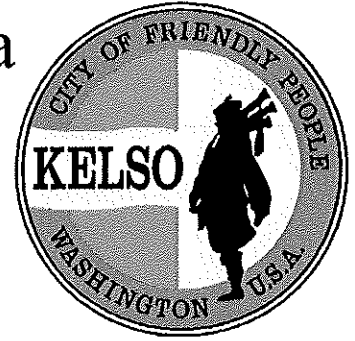
Highlander Festival

Fiina Fowler, Term Expires December 31, 2014

Connie Reams, Term Expires December 31, 2014

Kelso City Council Agenda

Regular Meeting, 7:00 pm
October 5, 2010
City Hall, Council Chambers
203 S. Pacific
Kelso, WA 98626



Action/Motion Items:

1. Resolution
Cowlitz River Trail Plan

Other Items:

- City Manager Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session

KELSO CITY COUNCIL
6:00 P.M.

September 21, 2010
Special Council Workshop

TOPIC OF DISCUSSION: 2011 BUDGET WORKSHOP

Mayor Futch called the meeting to order.

Councilmembers in attendance were: Futch, Webb, Roberson, Schimmel, Myers, and McDaniel. Councilmember Karnofski was absent.

City Manager Dennis Richards gave a power point presentation of the 2011 budget. He indicated going through the budget process would be difficult due to the proposed preliminary 2011 budget deficit amounting to \$1,267,526. Anticipated increases for 2011 were estimated at \$830,024. There are reduced revenues in investment interest, retail sales tax, real estate excise tax, and gambling taxes.

Department Heads were asked to balance their 2011 budgets utilizing the preliminary deficit figures, speculating a twenty percent decrease. The potential cuts were presented to Council showing what a twenty percent decrease would mean to the various departments.

Various proposed cuts, with a savings of approximately \$962,985.22, were discussed. Possible solutions to lower the deficit are as follows:

- Incorporate a Transportation District
- Incorporate a Park District
- Incorporate a Library District
- Discontinue Animal Control Services
- Reduce the Overlay Project
- Early Retirement Buyout Options
- Offer Medical Insurance Benefit Cash Out

Lengthy Council discussion followed. It was the consensus of the Council to hold another workshop on October 5th at 5:00 p.m. to give them some time to digest the information.

Mayor Futch adjourned the special meeting at 6:10 p.m.

MAYOR

CITY CLERK

KELSO CITY COUNCIL
7:00 P.M.

September 21, 2010
REGULAR MEETING

Pastor Wayne Schneider, Kelso United Methodist Church, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor Futcher. Councilmembers in attendance were: Futcher, Schimmel, Myers, McDaniel, Roberson, and Webb. Councilmember Karnofski was absent.

Minutes: The minutes of the 9/7/10 Regular Meeting were approved by the Council.

CITIZENS' BUSINESS:

Having received a number of sign-up sheets to address the Council concerning Victory Center, Mayor Futcher reminded citizens that the zoning issue is on appeal and will be heard by a hearings examiner. While the appeal is pending, the Council cannot enter into any discussion concerning the appeal; however, Councilmembers would like to hear citizens' comments. Citizens were asked to keep their comments brief.

The following individuals spoke in favor of changes being made to the ordinance to allow Victory Center to remain at 401 S. Pacific:

John Wilson, 2763 Maryland, Longview
Sandy Nanney, 613 S. 7th
Doretta Cader, 148 Hunter, Longview
Susan Schwartz, 3858 Pennsylvania, Apt. 7, Longview
Jerry Reagor, 335 Hazel
Glen SenSenbach, 402 N. 5th
John Fielding, 212 Beacon Hill Drive, Longview
Leo Pisarchuk, 3514 Pacific Way, Longview

The following individual spoke in favor of keeping the ordinance the way it is currently.

Rick Von Rock, 400 N. 7th

Mayor Futcher thanked citizens for their comments and called a short recess. The meeting was called back to order at 8:37 p.m.

CITIZENS' BUSINESS (CONTINUED):

Anthony Currera, 803 S. 6th Avenue, spoke about regulating fees tow truck operators charge.
Larry Wagle, Longview, spoke about the library budget and the importance of having a library.
Michael White, 907 S. 6th, spoke about animal control issues.
James Hill, 1100 N. 22nd, spoke about fireworks issues.

PUBLIC HEARING – CITY’S 2011 CURRENT EXPENSE BUDGET:

Mayor Futch opened the public hearing at 7:55 p.m. Finance Director/City Clerk Brian Butterfield said the City is required to have a public hearing when considering raising property taxes for the year. Revenues have remained flat for the past few years and expenditures have gone up. Expenses are expected to exceed income by about \$1.2 million next year. Brian recommended asking for the maximum increase allowed by law, which is 1%.

Mayor Futch gave citizens the opportunity to come to the podium to speak.

Rick Von Rock, 400 N. 7th, asked if copies of the budget were available. Finance Director Butterfield said the preliminary budget is required to be ready for public review by November 1st. Citizens can request a copy at that time.

There were no further comments. Mayor Futch closed the public hearing at 7:59 p.m.

PROCLAMATION:

Mayor Futch read a proclamation declaring October, 2010, to be “**Domestic Violence Awareness Month**” in the City of Kelso and asked citizens to participate in efforts to recognize the serious impact of domestic violence. Rebecca Rosetti, an employee of the Emergency Support Shelter, accepted the proclamation and thanked the City for their support of the center which has helped many domestic violence victims. Citizens were invited to attend a candlelight ceremony at 7:00 p.m. on October 14th at the PUD to recognize survivors and those who have passed away due to domestic violence.

CONSENT AGENDA:

Auditing of Accounts: \$2,284,688.69

Liquor License Application: Boogerbean’s, 816 Grade Street *(Added to the agenda)*

The Deputy City Clerk requested to have the liquor license application removed from the consent agenda to be considered separately.

Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, ‘Approve the Auditing of Accounts in the amount of \$2,284,688.69,’ motion carried, all voting yes.

Liquor License Application: Boogerbean’s, 816 Grade Street. Boogerbean’s just applied for their business license yesterday and some departments have not had a chance to review their application. Community Development Director Mike Kerins also noted they have not applied for a site plan. A short discussion followed. Mayor Futch asked

if there was a motion. Hearing none, the discussion was terminated and the application was not acted upon.

COUNCIL BUSINESS:**MOTION ITEMS:**

Resolution No. 10-1027 - Garbage Service Rates: The Deputy City Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Adopt Resolution No. 10-1027, 'A RESOLUTION FIXING THE RATES TO BE CHARGED BY THE CITY OF KELSO FOR FURNISHING GARBAGE SERVICE, EFFECTIVE JANUARY 1, 2011.' A short discussion followed. Public Works Director David Sypher reminded Councilmembers that a new contract was negotiated last year. There is a reserve fund that is being used for rate stabilization. Rather than having large increases, there will be mild annual increases for a couple of years. Motion carried, all voted yes.

Ordinance No. 10-3734 - Adopting the 2009 Edition of the International Building Codes: The Deputy City Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Myers, 'Adopt Ordinance No. 10-3734, 'AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE 3572, CODIFIED AS KMC CHAPTER 15.03, TO ADOPT THE 2009 EDITION OF THE INTERNATIONAL BUILDING CODES RECENTLY ADOPTED BY THE WASHINGTON STATE BUILDING CODE COUNCIL,' motion carried, all voting yes.

MANAGER'S REPORT:

Dennis Richards: 1) Expressed thanks to the volunteers who worked so hard on the Highlander Festival. The weather was great and the crowd was twice as big as last year. The City had a float in the parade honoring our volunteers. 2) I am pleased how good the streets look. The contractor has done a wonderful job. 3) We started a wellness program a few months ago. Some employees are currently involved in a walk from Kelso, Washington, to Kelso, Scotland. 4) Grimm Road improvements should be finished by October 15th. 5) Today was the last full day of summer. I am glad summer fell on the Highlander Festival weekend. 6) **Mayor Futcher read a letter from the Washington City/County Management Association recognizing City Manager Richards for fifteen years of public service. Mayor Futcher congratulated Denny and presented the award to him.**

STAFF REPORTS:

Janean Parker: No report

David Sypher: 1) As reported earlier, work on Grimm Road will be completed soon. We are also working on the punch list. I would like to thank Patrick Harbison, our overlay project manager, for the great job he has done. 2) Chip sealing will begin tomorrow. 3) Our water/sewer crew has been trying to take care of some dead meters. If we don't get a register on the meters, we don't receive any income. 4) I appreciate all who worked at the Highlander Festival to make it a success. 5) The street condition survey results were discussed at the Budget Workshop earlier tonight. The results of the survey help us to know how to better plan.

Michael Kerins: 1) The permit review and comp plan update ordinance that we adopted in early 2009 calls for the Planning Commission, each year in September, to consider any changes they feel are necessary. Some staff-recommended changes to the zoning ordinance have been presented to the Planning Commission. The list of changes will be brought to Council for their review at the next meeting. A short discussion followed.

Cindy Donaldson: 1) Story time and teen activities will begin next week. 2) The Friends of the Library had a very successful book sale at the Highlander Festival. They support our children's programs.

Andrew Hamilton: 1) Officers have been keeping busy with the Highlander Festival, football games, and other events. 2) Two individuals in our department will be out for awhile on medical leaves. 3) The potential staffing cuts that were discussed in the Budget Workshop earlier are unnerving to some. 4) Concerning the Domestic Violence Awareness Proclamation that was discussed earlier, Kelso is the lead agency on a \$45,000 stop grant which is a joint venture between the prosecutor's office, the Emergency Support Shelter, and law enforcement in Cowlitz County. Kelso's \$15,000 portion is used for domestic violence training for law enforcement officers. Captain Vern Thompson does a great job heading this training. 5) The Police Science class is going well. 6) Concerning the fireworks issue that a citizen spoke of earlier, Kelso has a noise ordinance. Citizens may contact the police department if they have concerns about noise issues; however, the issue may be more of a dislike for state-authorized mortars that are sold in local fireworks stands. Discussion followed.

Brian Butterfield: No report

COUNCIL REPORTS:

Dan Myers: No report

Gary Schimmel: 1) A presentation about the south Cowlitz River Trail will be given at the next Council meeting. 2) I hope we can have some discussion about the commercial town center zoning to see if it is still appropriate for this area. 3) Spoke about the possibility of having some town hall meetings in various locations to discuss the budget issues. Mayor Fatcher spoke about the time factor. Hopefully citizens will show up for the meetings if they would like to voice their opinions.

Rick Roberson: No report

James Webb: I would also be interested in having a discussion about the zoning ordinance.

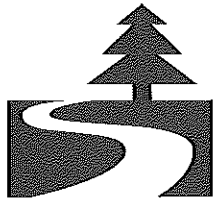
Todd McDaniel: No report

David Futcher: There is no fun way to save a million dollars. There are a lot of things I would like to see on that list added back, but I don't think we can get most of them. Every one of your departments is looking at not positive results for next year. I feel for each of you and your staff.

There being no further business, Mayor Futcher adjourned the meeting at 8:28 p.m.

MAYOR

CITY CLERK



South Cowlitz River Trail

A project of the Cowlitz County Trails Committee

Executive Summary

When the plan for the Castle Rock-to-Lexington Loop Trail was completed there was a heightened interest in trails and paths to serve the community. The City of Longview, in partnership with the City of Kelso and Cowlitz County, submitted an application to the Rivers, Trails and Conservation Assistance Program of the National Park Service. The application was successful and efforts began to plan the South Cowlitz River Trail linking Lexington, Longview, Kelso and Cowlitz County as part of the regional trails system.

Timeline

January 2009: A steering committee was established.

February 2009: Planning and development schedule sent out.

March 2009: Identified general trail corridor, and collected inventory of existing trails in the corridor.

April 2009: Committee got a firsthand look at where the trail could go by conducting tours of the corridor to evaluate obstacles/barriers/opportunities; also took documentary photographs.

October 2009: Identified public lands, ROWs, and property owners, and communicated by mail and phone with owners about trail planning efforts. Worked with Cowlitz-Wahkiakum Council of Governments to develop both map and video of the potential trail route.

April 2010: Presented proposed trail plan at the Earth Day Event to gather community input. Received positive responses to the preliminary trail materials.

June 2010: Hosted 2 public open houses and presented the proposed route that can be viewed on the following map. Followed-up on questions/suggestions from landowners.

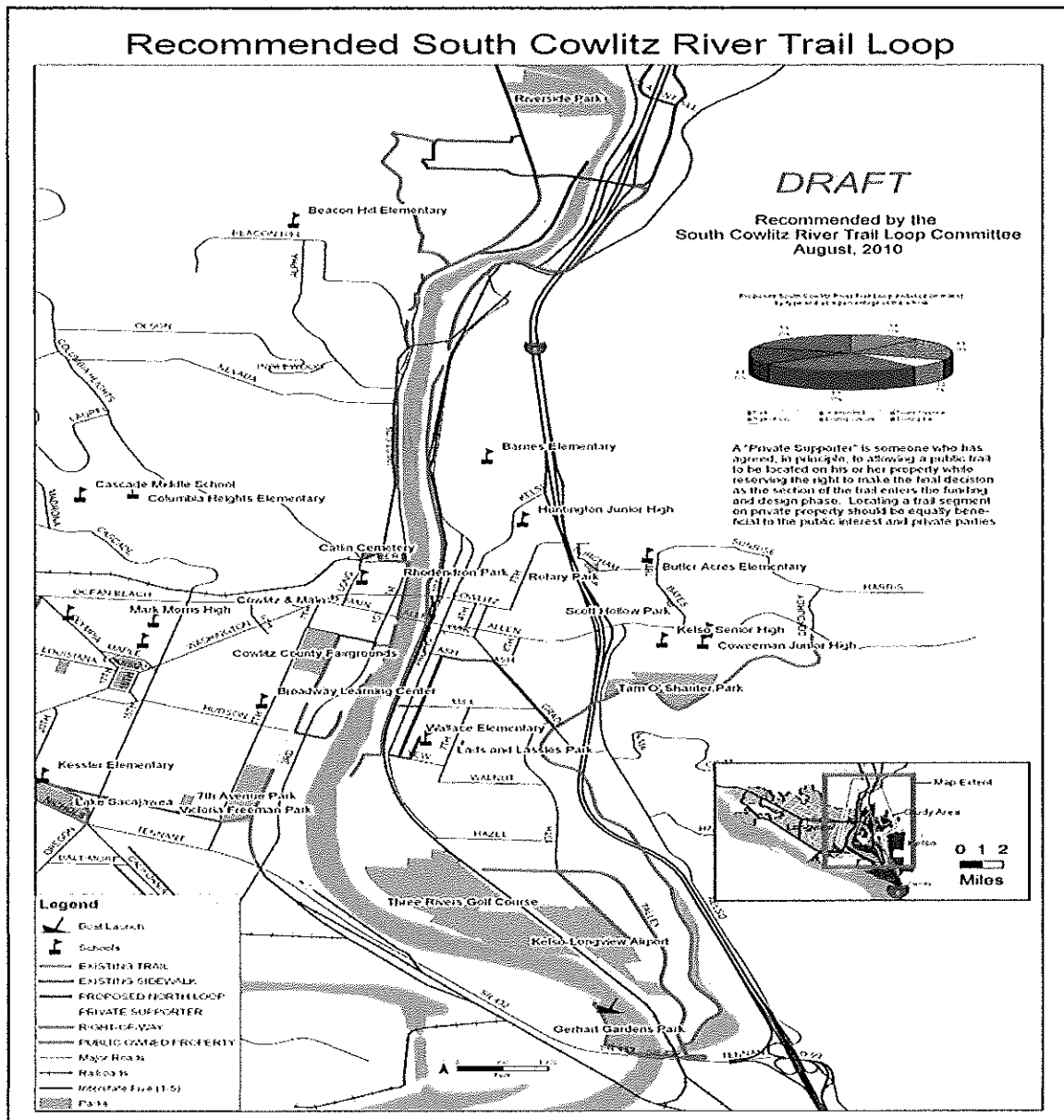
August/September 2010: Draft plan - Prepared concept plan and presentation materials. Presentations scheduled with Longview and Kelso Park Boards and City Councils, the Board of County Commissioners and to the Council of Governments.

Description of Trail

The goal of the South Cowlitz River Trail is to connect Longview and Kelso on both sides of the Cowlitz River, with the Castle Rock-to-Lexington Loop Trail to the north and continuing south to Gerhart Gardens Park. The trail will substantially be located on public lands where public access can easily be guaranteed, and on some sections access can be achieved through various agreements or easements, or through purchase from willing sellers.



Where feasible, the trail is planned to run along the Cowlitz River, offering terrific views overlooking the water. Because some sections of the riverbank are privately owned or have insufficient shoreline, the plan shows alternate routes creating interesting diversity in scenery and topography.



Members of the Trails Committee will present the concept plan to the park boards of Kelso, Longview, and Cowlitz County, as well as the city councils, and county commissioners and ask for their approval. The final step will be review and adoption by the Cowlitz Wahkiakum Council of Governments, with inclusion of the South Cowlitz River Trail as an amendment to the Cowlitz County Regional Trail Plan.

For information contact:

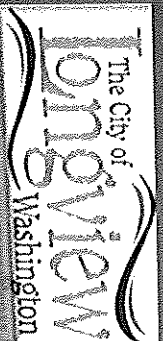
Rich Bemm: 360-442-5400 richard.bemm@ci.longview.wa.us

Pathways 2020: 360-423-8704 pyoumans@cowlitzedc.com

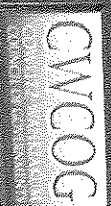
Cowlitz On The Move: www.cowlitzonthemove.org

South Cowlitz River Trail

Connecting Communities One Trail at a Time



South Cowlitz River Trail Committee





Creating Active Communities

A new trail can:

Encourage
physical activity

Provide outdoor
recreation

Help prevent
obesity related
chronic diseases

Reduce air
pollution

Promote
alternative
transportation

Increase real
estate values

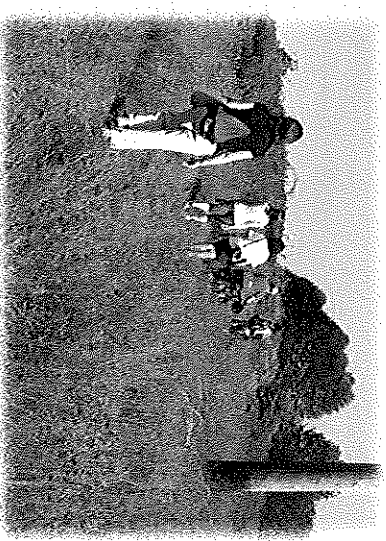
Connect
communities

Attract
new families &
businesses

Improve safety

Why South Cowlitz River Trail?

- Encouraged by Cowlitz County's Regional Trail Plan
- Extension of Castle Rock – Lexington Loop Trail
- Assistance from Cowlitz On The Move members
- Grant from National Park Service's Rivers, Trails, Conservation Assistance Program
- Many trail sections already in place in Kelso and Longview
- Public interest in more trails



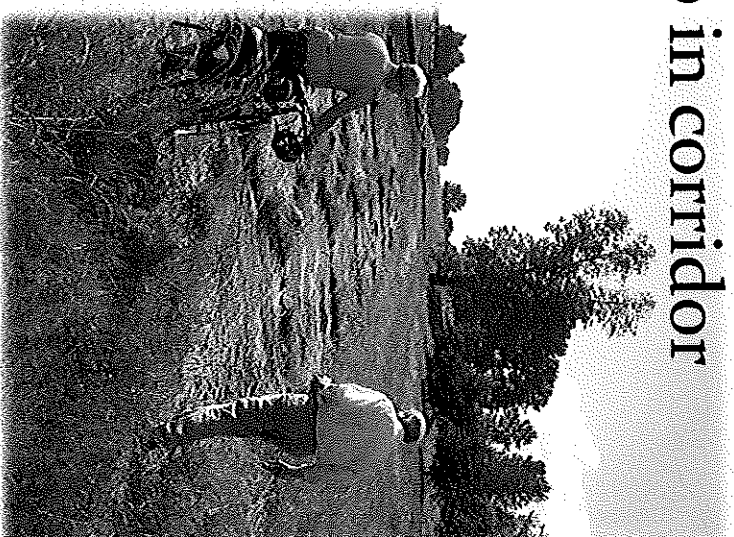
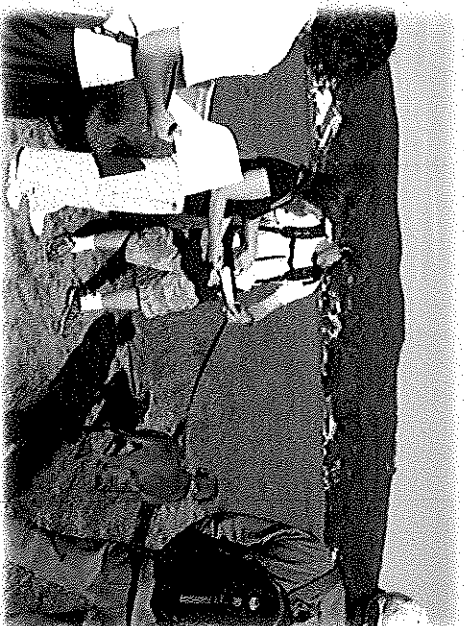
Vision Statement

The South Cowlitz River Trail is a multi-use, non-motorized trail loop along the river that connects Longview, Kelso, and the county with the North Cowlitz River Trail and the greater Cowlitz region.



Exploring the Possibilities

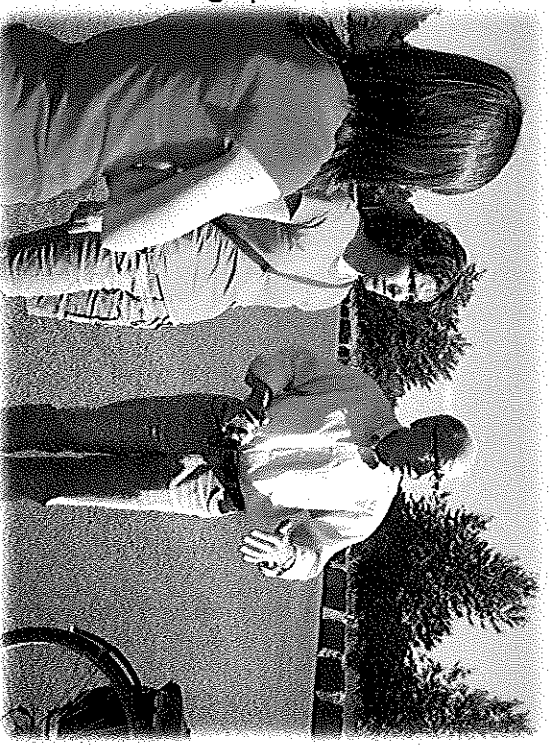
- Committee members explored many possible paths
- Researched property ownership in corridor



Connecting Communities

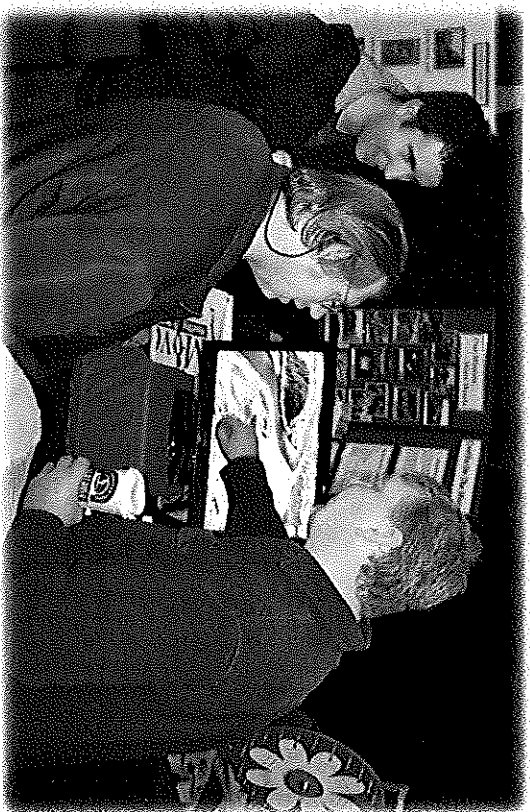
The committee learned that the South Cowlitz River Trail can:

- Substantially be located on public lands where public access can easily be guaranteed.
- Access on some sections can be achieved through various agreements, easements, or through purchase from willing sellers.



Community Outreach

The proposed trail route was determined through community and agency input, and with the South Cowlitz River Trail Committee.



Community Outreach



Earth Day Event
April 17, 2010



Open House at Kelso
Spring Fling Event
June 5, 2010

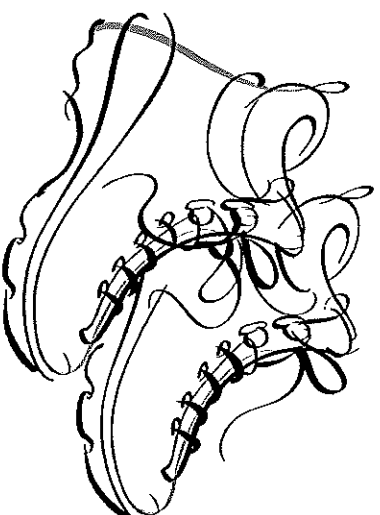


Open House at
Women's Club
June 8, 2010

Recommended South Cowlitz River Trail Loop



Final Steps



- Review and approval
 - Longview, Kelso, and Cowlitz County Park Boards
 - Longview and Kelso City Councils
 - Board of County Commissioners
- Council of Governments adopts South Cowlitz River Trail as an amendment to Regional Trails Plan
- Build & promote trails

Questions



AGENDA SUMMARY SHEET


Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Liquor License
Renewals

Agenda Item No: _____

Dept. of Origin: Finance

Date of Meeting: October 5, 2010

Originator: Brian Butterfield 

PRESENTED BY: Brian Butterfield

City Attorney: _____

City Manager: _____

Agenda Item Attachments:

See attached request for Liquor License Renewal(s):

Red Lion Hotel	510 Kelso Drive
Three Rivers Golf Course	2222 S. River Road
Yan's Chinese Restaurant	300 Long Avenue West

SUMMARY STATEMENT:

Various departments have been requested to give their input. Comments will be available by the date of the City Council Meeting. The Finance Staff recommends this request be acted on by the City Council.

The Finance Staff recommends acceptance or denial of this request.

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 09/06/2010

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF KELSO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20101231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. RED LION HOTELS HOLDINGS, INC	RED LION HOTEL 510 KELSO DR KELSO WA 98626 0000	357617	HOTEL
2. THREE RIVERS GOLF ENTERPRISES,	THREE RIVERS GOLF COURSE 2222 S RIVER RD KELSO WA 98626 0000	367728	BEER/WINE REST - BEER/WINE
3. YAN'S COMPANY, INC.	YAN'S CHINESE RESTAURANT 300 LONG AVE W KELSO WA 98626 0000	361307	SPIRITS/BR/WN REST LOUNGE +



**Washington State
Liquor Control Board**

PO Box 43098, 3000 Pacific Ave. SE, Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

September 06, 2010

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor Control Board (WSLCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at ws1cb@liq.wa.gov.

Sincerely,

Alan E. Rathbun

Alan E. Rathbun, Director,
Licensing and Regulation Division

LIQ 864 07/10

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Contract Award - Stormwater Master Plan and
Relational Geodatabase Design

Agenda Item: _____

Dept. of Origin: Public Works

For Agenda of: October 5, 2010

Cost of Item: \$191,942.00

City Manager: Dennis Richards

PRESENTED BY:

David M. Sypher, P.E.
Public Works Director

AGENDA ITEM ATTACHMENTS:

Professional Services Agreement (contract) for a Stormwater Master Plan and Relational Geodatabase Design with Maul Foster & Alongi, Inc. (MFA), who has teamed with Gibbs & Olson, Inc.

SUMMARY STATEMENT:

The Consultant was selected using the City's consultant roster. The City sent requests for qualifications to five consultants and two consultants submitted statements of qualifications. The consultant selection process included rating the consultants using a consultant evaluation matrix. The higher rated consultant, MFA, was interviewed and negotiated with to refine the scope of work and to negotiate the contract price.

This contract shall complete the third and final phase, Phase III, of updating the City's Stormwater Management Plan that includes a Capital Improvement Plan. The contract includes stormwater hydrologic and hydraulic modeling, stormwater system mapping, and GIS relational geodatabase design.

The City's Phase II NPDES Municipal Permit requires that the City map its stormwater system.

FINANCIAL SUMMARY:

For 2009/2010, the City budgeted \$167,000 for this project. The remaining \$24,942.00 will be funded from the Department of Ecology's \$50,000 stormwater pass-through grant in the 2011 budget. In addition to this grant, funds from Ecology's \$101,139 stormwater capacity grant can be utilized.

RECOMMENDED ACTION:

Staff recommends Council make a motion to allow the City Manager to execute the contract with Maul Foster & Alongi, Inc. in the amount of \$191,942.00.



MAUL FOSTER ALONGI

7223 NE Hazel Dell Avenue, Suite B | Vancouver, WA 98665 | 360 694 2691 | www.maulfooster.com

SCHEDULE OF CHARGES

MAUL FOSTER & ALONGI, INC.

Neil Alongi, Project Manager	\$190/hour
Tyler Vick, Lead GIS Analyst.....	\$95/hour
Bill Hines, GIS Analyst	\$85/hour
Aidan Padilla, GIS Technician	\$80/hour
Anne Fleming, Technical Writer/Editor	\$80/hour
Administrative Assistant.....	\$65/hour

Depositions and expert witness testimony, including preparation time, will be charged at 150 percent of the above rates.

Travel time will be charged in accordance with the above rates.

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

SUBCONTRACTOR: GIBBS & OLSON, INC.

(Billing rates below do not reflect subcontractor markup of 15%)

Rich Gushman, Principal Engineer.....	\$166/hour
Carol Ruiz, Engineer IV	\$109/hour
Cindy Gower, Kelly Youngberg, Engineer I	\$73/hour
Rich Williams, Land Surveyor.....	\$103/hour
Dan Bergman, Tony Chenier, 2 Man Survey Crew	\$135/hour
Dan Bergman, Tony Chenier, 2 Man Survey Crew With Gps.....	\$165/hour
Kevin Stewart, CAD Specialist	\$90/hour
Bonnie Kuhn, Word Processor	\$58/hour

OUTSIDE SERVICES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

DIRECT CHARGES

Vehicle per mile	\$0.75
------------------------	--------

COMPUTER CHARGES

CADD, ArcGIS.....	\$20.00/hour
GIS Key, EVS, Modeling Applications	\$30.00/hour

FIELD EQUIPMENT

The rates for field equipment are set forth in the Field Equipment Rate Schedule.

DOCUMENT PRODUCTION

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

Schedule of Charges and Standard Equipment Rates are subject to change without notice.

BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount.

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is dated effective this _____ day of _____, 2010. The parties ("Parties") to this Agreement are the City of Kelso, a Washington municipal corporation ("City"), and Maul Foster & Alongi, Inc. ("Contractor").

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. SERVICES.

1.1 The Contractor agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth in the attached Scope of Work ("Services") and more generally described as follows:

The Contractor shall complete the third and final phase, Phase III, of updating the City's Stormwater Management Plan (SMP) and Capital Improvement Plan (CIP). This project includes stormwater hydrologic and hydraulic modeling, stormwater system mapping, and GIS relational geodatabase design. The geodatabase will have proper architecture and data repository to manage the City's database.

1.2 Compliance With Laws. All duties of the Contractor or designees shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.

1.3 The Contractor shall control and direct the performance of the work. The City reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.

1.4 Performance Standard. All duties by the Contractor or his designees shall be performed in a manner consistent with accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by this Agreement and pursuant to the direction of the City Manager or designee.

2. TERM.

The Term of this Agreement shall commence on January 1, 2011 and shall continue until the completion of the Services, but in any event no later than December 31, 2011. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. TERMINATION.

During any term, this Agreement may be terminated, with or without cause by either Party, by giving thirty (30) days written notice to the other party.

4. COMPENSATION.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay an amount not to exceed \$191,942.00.

4.2 Compensation Rates. Compensation for Services shall be based on the attached compensation schedule not to exceed \$191,942.00.

4.3 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed and an itemized billing statement has been submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the Services performed, the name of the person performing such Services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis thirty (30) days after receipt of such billing statement.

4.4 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

5. REPRESENTATIONS.

5.1 The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

6. INDEPENDENT CONTRACTOR.

6.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor. The Contractor or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Contractor will not hold himself or herself out as nor claim to be an officer or employee of the City. The Contractor will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Contractor shall not be deemed to convert this Agreement to an employment contract.

6.2 It is recognized that the Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Contractor's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Contractor's ability to perform the Services. The Contractor agrees to resolve any conflict in favor of the City.

7. INDEMNIFICATION.

7.1 Contractor Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

8.1 The Contractor shall procure and maintain for the duration of the Agreement, a the insurance policies described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit and further shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

B. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

8.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

A. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

B. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

8.3 Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

9. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, the Contractor, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Contractor shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

10. INTELLECTUAL PROPERTY-- Warranty of Noninfringement

Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

11. CONFIDENTIALITY.

The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

12. WORK PRODUCT.

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this

Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

13. BOOKS AND RECORDS.

The Contractor agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. GENERAL PROVISIONS.

15.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

15.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

15.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

15.4 Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

15.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

15.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

15.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

15.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

15.9 Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Cowlitz County, Washington.

15.10 Authority. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

15.11 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

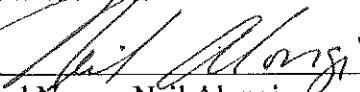
15.12 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

15.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

15.14 Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

CONTRACTOR

By: 
Printed Name: Neil Alongi
Title: Vice President
Address: 7223 NE Hazel Dell Ave, Ste B
Vancouver, WA 98665

Date: 9/28/2010

CITY OF KELSO

Printed Name: Denny Richards
Title: City Manager
Address: P.O. Box 819
Kelso, WA 98626

Date: _____

Approved as to form:

City Attorney

SCOPE OF WORK

Task 1—Incorporate Phase I, II, and III Data into GIS

Task 1 of this project will include three important processes: the compilation of stormwater data into a relational ArcGIS geodatabase, the development of topological data relationships, and the identification of data discrepancies and discontinuities.

Step 1: Review Existing Datasets

Step one of this task includes a review of all the existing datasets associated with the City's stormwater system, including Phase I, II, and III data and available topographic data for the area within the City of Kelso. The Contractor will create a project ftp site that will be used to transfer datasets to and from the City and the Contractor. All data relevant to the stormwater system and modeling will be provided to the Contractor, including all AutoCAD, GIS shapefiles and .mxd project files, database files, Excel spreadsheets, Trimble GPS survey files, and as-built field notes; topographic data for all areas within the City project; and a current version of the stormwater schematic. Members of the Contractor will then meet with the City to discuss the organization of the stormwater data including:

- Current stormwater data review
- Data formats and quality (i.e., survey vs. as-built vs. GPS vs. interpolated, etc)
- Feature attributes, including field names and formats
- Metadata requirements
- Available ancillary datasets

Step 2: Compile Existing Stormwater Data

Step two of this task includes the conversion, compilation, and importation of the City's existing stormwater system data into an ArcGIS relational geodatabase, including Phase I, II, and III data and available topographic data. Surveys and/or survey coordinates of Phases I, II, and III will be provided to the Contractor in an electronic file format and will include the XYZ locations of all known stormwater features. Excel tables containing the attributes of Phase I and II stormwater features will be normalized and appended to the stormwater feature classes. Phase III attributes will need to be extracted from a portion of the as-built field notes for stormwater features and will be populated accordingly.

Once all stormwater data, including attributes, have been compiled and imported into the relational geodatabase, the Contractor will evaluate the stormwater data for proper topological relationships and data integrity. The result of this evaluation will be the identification of initial data discrepancies & discontinuities (both features and attributes). The Contractor will create an Excel tracking sheet to record inaccurate or missing stormwater data by feature ID number and will include columns to track the date of when

issues have been answered, have not been answered, or can not be answered. The tracking sheet will also act as a means of communicating between the City and the Contractor regarding data discrepancies and discontinuities. The compiled stormwater data, maps, lists of data discrepancies & discontinuities will be provided to the Contractor for further evaluation.

Step 3: Identify and Obtain Ancillary Datasets

In parallel to step one and two above, the Contractor will obtain ancillary datasets to be included in stormwater modeling from the City, County and if necessary from outside data sources. The Contractor will then compile, normalize, and incorporate ancillary stormwater datasets (e.g., topography, City boundary, parcels, etc) into the project geodatabase. These datasets will also be provided to the Contractor engineers for modeling purposes.

Step 4: Finalize and Present Data Gaps

After reviewing any identified data gaps and data discrepancies, the Contractor will summarize the data gaps found. The Contractor will update the geodatabase with any resolved data issues. The Contractor will finalize a memo and Excel tracking sheet that describes all data gaps and inaccuracies found and will provide these to the City. The intent is to have the City respond to the data gap and inaccuracy collection needs and only use the Contractor for information gathering that the City cannot perform.

Step 5: Finalize and Load Stormwater Features into Geodatabase

Step five of this task includes finalizing all stormwater feature classes, feature datasets, and topological relationships for stormwater features. In addition, a stormwater system network will be created within the project geodatabase for the completed stormwater system. The conclusion of this task includes compiling all stormwater datasets for Task 2 stormwater modeling.

Task Deliverables:

- A memo summarizing the work completed for this task will be provided to City.
- A hardcopy map of the City's stormwater system will be provided.

Task 2—Phase I, II and III Modeling

This task will involve the development of a comprehensive model that can be used to evaluate and prioritize stormwater projects throughout the City. The geodatabase created in Task 1, including structure coordinate location, elevation and all known stormwater features, will then be imported into Autodesk Storm and Sanitary Sewer Analysis 2011 (SSA). Utilizing City survey field notes, the Kelso Stormwater Schematic, and other City provided data, the piping network will be developed in SSA. The provided data will be reviewed after entry into SSA to develop drainage networks for analysis. This will allow for a further review of the data, as completed under Task 1, for identifying additional data needed to complete

the modeling analysis. Consultation with the City will take place and, if necessary, additional required data will be identified. Working with City staff, the drainage networks of the City's existing storm system will be identified. The City will be consulted on assumptions regarding the system where necessary to complete the modeling network. The intent is to have the City respond to the data gap and inaccuracy collection needs and only use the Contractor for information gathering that the City cannot perform (see Task 7).

The existing City basin delineation will be reviewed and modified as appropriate, based on the geodatabase created in Task 1. Once the necessary data have been obtained and entered into SSA, a hydrologic and hydraulic analysis of the City's existing stormwater system will be performed for the 25- and 100-year, 24-hour design storms, based on existing land uses. The modeling results will be used to identify issues or deficiencies of the existing storm drain infrastructure associated with these design storms, specifically localized flooding caused by system surcharging, and then recommended improvements for addressing the system deficiencies will be developed. The areas of concern will be prioritized and costs for recommended improvements prepared for inclusion in the Capital Improvement Plan (CIP). Any modifications to the data entered in SSA will be exported to files to be updated in the GIS geodatabase.

Task Deliverables: The deliverables for this task will be incorporated into the SMP and will include:

- Delineation of the City basins;
- Results of the hydrologic and hydraulic modeling;
- Mapping of the City's stormwater system with areas of deficiency and potential flooding shown;
- Cost estimates for proposed improvements for the CIP

Task 3—Develop a GIS Relational Geodatabase for the Stormwater System

Task three of this project involves the design and development of the City's relational geodatabase, creating a data model diagram for the geodatabase, developing a comprehensive data management plan (DMP) for the City, and providing training to the City on geodatabase design and functionality.

Step 1: Design Project Geodatabase

The Contractor will meet with the City to discuss and recommend geodatabase design methods. The discussion will include high-level questions regarding the City's business requirements for utilizing the geodatabase in the future. Topics will include:

- Defining all feature datasets to be included in the geodatabase.
- Defining data types and precision (e.g., grid size).

- Defining feature attributes, field aliases and formats.
- Defining network and geometry requirements.
- Define metadata requirements.

In addition, the meeting will include a discussion on the City's plans and requirements for managing the relational geodatabase, including:

- ArcGIS Desktop licensing and extension requirements for managing the geodatabase
- Choosing an appropriate Relational Database Management System (RDBMS) (e.g., SQL vs. Oracle)
- The use of ArcSDE technology (formally part of ArcServer in current ESRI software release)

After meeting with the City, the Contractor will provide the City with a memo summarizing the basic design options of the geodatabase, along with recommendations on software and hardware needs for the managing the geodatabase.

Step 2: Identify and Obtain Ancillary Datasets

In parallel with step one the Contractor will solicit input from the City on additional ancillary datasets to be included in the project geodatabase (e.g., aerial photographs, zoning, soil maps, etc.). The City will provide the Contractor with all applicable ancillary datasets to be included. The Contractor will identify any other datasets that might be available and obtain those ancillary datasets that are available for free (e.g., soil maps, USGS topo quads). All ancillary datasets that are provided or obtained will be properly compiled and normalized, before being imported into the project geodatabase.

Step 3: Develop Data Model Diagram

Based on the logical design of the geodatabase accepted by the City, the Contractor will create a data model diagram (i.e., physical design) that illustrates the geodatabase schema. The data model diagram will be designed using ArcGIS Geodatabase Diagrammer and Microsoft Visio and may be structured after ESRI's Water Data Models. The data model diagram will include the feature datasets, feature classes, subtypes, relationship classes, domains, networks, and connectivity rules. The Contractor will provide the City with a draft version of the project geodatabase for review and approval and will include revisions if necessary. The Contractor will not begin populating the project geodatabase until the data model diagram has been approved by the City.

Step 4: Populate and Finalize Geodatabase

Upon approval of the data model diagram, the Contractor will begin developing and populating the project geodatabase following industry-accepted best practices for geodatabase design and implementation set forth by ESRI. All data to be included in the geodatabase will be converted, imported, compiled, and normalized as necessary. All data

imported into the geodatabase will conform to the designated spatial reference (i.e., NAD1983 State Plane, Washington South, FIPS 4602) and will include appropriate metadata that follow the Federal Geographic Data Committee standards. Feature classes will be organized into feature datasets, along with rasters, tables, and appropriate geodatabase properties (e.g., topology rules, domains, and relationships). The previously created network of the stormwater system will be re-evaluated to ensure proper functionality. The Contractor will also provide the option for incorporating online map services to the geodatabase as mashups (e.g., aerial imagery, USGS topographic quads). Once the geodatabase has been populated, the Contractor will test the model for functionality, work flow, and performance. This process will be repeated as necessary to ensure optimal performance.

Step 5: Develop Comprehensive DMP

This step involves the development of a comprehensive DMP for the City. The DMP will address all areas of data management and geodatabase organization. In addition, the DMP will include a comprehensive Data Dictionary that adequately describes all datasets within the geodatabase. Before proceeding with writing the DMP, the Contractor will provide the City with a draft table of contents for review and approval. In addition, the Contractor will provide the City with a draft version of the DMP for review prior to finalization. The final version of the DMP will be provided to the City in both hardcopy and electronic formats.

Step 6: Design and Deliver Map of the City of Kelso Stormwater System

This step has been added to the task and includes creating a stormwater system map. This map should meet the City's municipal stormwater permit deadline of February 15, 2011.

Step 7: Provide Training on the Design and Use of Geodatabase

At the conclusion of this task, the Contractor will coordinate a half day training session with key City staff to review the design and use of the geodatabase. The Contractor will coordinate with the City prior to the training session to ensure that a proper agenda has been established.

Task Deliverables:

- A memo summarizing the work completed for this task.
- A hardcopy map of the City's stormwater system.
- A fully functional GIS geodatabase for review and approval.
- A finalized data model diagram for the geodatabase.
- A finalized comprehensive DMP for the City.
- One training session on the geodatabase design and use.

Task 4—Develop Mapping Techniques

The Contractor will develop digital map products to interface with the ArcGIS desktop suite, including the free reader versions of ArcExplorer and/or ArcReader.

Step 1: Design Digital Map Products

Key Contractor members will meet with the City prior to the development of the digital map products to discuss the desired functionality of the map application in more detail (e.g., labeling and annotation standards). An important aspect of the creation of the map application will be to assign appropriate cartographic representation and scale dependencies to all layers in the geodatabase. This will ensure that City employees have a positive experience when using the map applications. In addition, the map applications will include all basic functionality, allowing the user to pan, zoom, and query all layer attributes.

Step 2: Update Geodatabase

This step involves updating the geodatabase as necessary in preparation for creating the digital map products. Based on initial discussions with the City, the Contractor may choose to copy the project geodatabase and simplify as needed for its intended audience. This determination will be based on the desired functionality for the end user.

Step 3: Publish and Deliver Digital Map Products

The step involves the finalization and delivery of the draft digital map products for the City's review and approval. Once approved, the Contractor will finalize the digital map products in the appropriate electronic formats and deliver them to the City.

Step 4: Provide Training on Use of Digital Map Products

At the conclusion of this task, a Contractor member will coordinate a training session with key City staff to review the use and functionality of the digital map products. The Contractor will coordinate with the City prior to the training session to ensure that a proper agenda has been established.

Task Deliverables:

- Digital map products.
- One training session on the use of the digital map products.

Task 5—Prepare a Comprehensive Stormwater Management Plan

A Stormwater Management Plan (SMP) will be prepared based on the modeling results utilizing the ten chapter outline as provided by the City, and will include a prioritized CIP based on system components that result in flooding. The SMP will incorporate information developed under this project for all three phases. The SMP will include an inventory of the City's existing stormwater system, generated in conjunction with the development of the

stormwater geodatabase. It will include an inventory of the existing stormwater program activities, policies and standards based on information provided by the City. A review of the City's existing stormwater requirements will be conducted to evaluate permit compliance and a plan for phasing implementation of system improvements and best management practices presented. In the SMP, charts, tables and graphs will be included to adequately present the material such as modeling results and cost estimates. All recommendations will be presented in layman's language. A draft SMP, including attachments, will be prepared for submittal to the City of Kelso for review and comment. After receipt of comments from the City, the Contractor will prepare the final SMP for submittal to the City.

Administration, Policy and Implementation: The SMP will recommend roles and responsibilities of City departments, staffing needs, operations and maintenance. The SMP will propose best management practices (BMPs), land use planning, development plan approval, and permit compliance based primarily on information provided by the City's current Stormwater Management Program. This BMP information will minimize the potential for stormwater impacts by non-point source pollutants. Recommendations will adhere to the Permit, the Kelso Engineering Design Manual, and the Kelso Municipal Code. The SMP will include an implementation plan to include phasing of system improvements (Capital Improvement Plan) and BMPs.

Capital Improvement Plan: The CIP section of the SMP will have a prioritized listing of deficiencies in the system that are recommended for improvement, will have a cost estimate for the improvements and will identify and evaluate available internal and external funding sources for improvements. Specifically, internal General Fund transfers and existing rate analysis for the stormwater drainage fund shall be evaluated. Future rates shall be recommended for the planning period (6 year). This work does not constitute a formal utility rate study. The CIP will be based on flooding information provided by the hydraulic model. The format of the recommended improvements will be in the same format as the City's Six Year Capital Improvement Program. The cost estimate will include descriptions criteria, assumptions and limits of the improvements, such as length of pipe and restoration detail. Sources that prices are based upon will be provided and information in the cost estimate will have sufficient depth that it can be reproduced. The CIP will also include a recommended method for updating the project costs estimates.

Task Deliverables: Project deliverables will be the SMP and will include the following:

- Mapping of delineated City basins;
- Results of the hydrologic and hydraulic modeling,
- Pipe profiles of main trunk lines;
- An electronic and hardcopy of the City's overall stormwater system with areas of deficiencies identified;

- An electronic and hardcopy of the overall stormwater system area map showing the location of all priority problem areas identified in the CIP, which is part of the SMP.
- CIP with summary sheets in a format approved by the City, capital cost estimates and funding sources;
- One hard copy of the draft SMP report for review;
- One complete hard copy of the final SMP report with appendices;
- Twelve hard copies of the final SMP report with an MS Word copy of the report and appendices on a compact disk;
- An electronic copy in pdf format of the Final SMP report.

Task 6—Project Management

This task includes the assignment and tracking of the project scope and budget, monthly progress reports included with invoices, and communication with the client beyond the meetings described in the other tasks.

Task 7—Data Gap Collection and Entry

Once the preliminary data in Task 1 and Task 2 have been reviewed and data gaps and inaccuracies identified, the Contractor will present to the City the missing information needed. This will be presented in a list form and as a map. The City desires to collect additional data with City equipment and staff where possible. Task 7, Data Gap Collection and Entry will be used for data gap work with which the City would like the Contractor's assistance. The Contractor will survey stormwater system features for additional needed data, as determined by the City. Coordinates will be provided on NAD 83/91 datum and elevations will be on NAVD 88 datum. The cost per hour for a two man survey crew and standard survey equipment is \$133/hour. In addition to surveying, time spent on processing and verifying additional gathered data will be billed at \$90/hour. Compiling the additional data collected and revising the geodatabase and model will also be billed at \$90/hour.

Assistance by the City: To reduce the cost for gathering data necessary to prepare the SMP, the City of Kelso will provide assistance to the Contractor as follows:

1. Locate and mark all structures in the data gap areas, pull structure lids and clean structures as necessary to allow Gibbs & Olson, Inc. surveyors to take invert elevation of all storm lines entering and leaving the structure. If entry into the structure is required to obtain the pipe elevation data, such entry will be accomplished by City personnel using City equipment.

BUDGET

The Contractor will bill for time and materials, consistent with the attached schedule of charges. Charges for work that is not part of the scope of work are not included in the contract price. The Contractor may apply money from one task to another to complete the scope of work. Charges for expenses within the scope of work shall not exceed the contract total compensation.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Approval of Change Order No. 2 and final close-out
for 10th Avenue Sewer Replacement Project No.
590809

Agenda Item: _____

Dept. of Origin: Public Works - Engineering

For Agenda of: October 5, 2010

Originator: Michael Kardas, PE

Cost of Item: \$283,669.59

City Manager: Dennis Richards

PRESENTED BY:

David M. Sypher, PE
Public Works Director

AGENDA ITEM ATTACHMENTS:

Change Order #2

SUMMARY STATEMENT:

The 10th Avenue Sewer Replacement Project was awarded to Rotsey, Inc. of Vancouver, WA at the May 5, 2010 council meeting. The original contract amount was \$234,045.89. Construction began on June 28, 2010. Work was completed on August 13, 2010.

Early in the construction the contractor encountered two unknown conditions. Excessively high groundwater began to enter the trench by the second day of excavation. Investigation before the start of construction did not indicate problems or concerns of this degree. Standard methods of managing the groundwater were further hampered by the presence of extremely poor soil at full excavation depths and the discovery of substantial wooden cribbing that surrounds the existing sewer main at the project connection point. No available records or knowledge prior to construction indicated the existence of the cribbing system. In order to counter the groundwater, the contractor took additional days trying to establish sump locations to no avail. Eventually an electric dry prime pump, generator and several well points were installed to lower and stabilize the groundwater level.

The costs for the extra work to address these conditions total \$36,047.79. A prior change order to deal with a design conflict was authorized for \$17,718.18. Approval of this change order therefore would increase the authorized contract amount to \$283,669.59, \$49,623.70 above the original council award. This is a 21% increase over the initial contract.

The project removed approximately 735 feet of pipe in extremely poor condition. Three new new manholes were installed along with 609 feet of new 12-inch diameter high density polyethylene pipe including 18 new laterals.

FINANCIAL SUMMARY

Original Contract Amount	\$234,045.89
Approved Change Orders	\$ 17,718.18
Pending Change Orders	\$ 36,047.79
Bid Item Over/Under runs	\$ (4,142.28)
Final Contract Amount	\$283,669.59
Change in Contract Amount	\$ 49,623.70
Retainage	\$ 13,145.02

Adequate funds are available in the budgeted sewer capital fund balance.

RECOMMENDED ACTION:

Staff recommends Council make motion to approve change order number 2 and close out the 10th Avenue Sewer Project authorizing the release of retainage upon receipt of final approval from the State of Washington Department of Labor and Industries, Department of Revenue, and Employment Security Department.

CONTRACT CHANGE ORDER

Change Order No. 2

City of Kelso, WA

Project Name: S. 10th Ave. Sewer Replacement

Project Number: 590809

Owner: City of Kelso

Date: September 14, 2010

To: Rotschy, Inc., PO Box 290, Yacolt, WA 98725

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and Specifications:

Description of Changes	Change in Contract Price
1. Equipment, labor and materials to dewater trench as described below	\$ 33,408.52
TOTAL	\$ 33,408.52
Sales Tax 7.9%	\$ 2,639.27
Net Change in Contract Price:	\$ 36,047.79

Justification for Change:

Labor, materials, specialized pump and related equipment necessary to manage unexpected volumes of groundwater. These measures were deemed necessary and beyond standard practices covered in the contract. Wooden cribbing around the existing pipe was encountered and greatly complicated the process of installing dewatering measures. This lead to the need to use well points with an electric dry-prime pump. A generator was necessary for 5 days to operate the pump.

Original Contract Amount:	\$ 234,045.89
This Change Order:	\$ 36,047.79
Previous Change Order(s):	\$ 17,718.18
Total Contract Price:	\$ 287,811.86

Number of additional working days allowed: _____

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Accepted: 

Date: 9/29/10

Reviewed: 

Date: 9/29/10

Recommended: _____

Date: _____

Approved: _____

Date: _____

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Resolution amending the Kelso Parks and Recreation Plan to include the proposed Cowlitz County Regional Trail Plan

Agenda Item: _____

Dept. of Origin: Parks Department

For Agenda of: October 5, 2010

Cost of Item: N/A

City Manager: Dennis Richards

PRESENTED BY:

David M. Sypher, P.E.
Public Works Director

AGENDA ITEM ATTACHMENTS:

Proposed Resolution
Cowlitz County Trails Committee Executive Summary
South Cowlitz River Trail Power Point Presentation Copy

SUMMARY STATEMENT:

In 2009, the City of Longview, in partnership with the City of Kelso and Cowlitz County, submitted an application to the Rivers, Trails and Conservation Assistance Program of the National Park Service. The application was successful and efforts began to plan the South Cowlitz River Trail linking Lexington, Longview, Kelso and Cowlitz County as part of the regional trails system.

A steering committee was established with representatives from the community at large, the cities of Kelso and Longview, Cowlitz County, the Cowlitz-Wahkiakum Council of Governments, the National Park Services, Pathways 2020, Cowlitz on the Move, and Family Health Center. The goal has been to have the trail connect, Kelso, Longview, and the County with the Castle Rock to Lexington Loop Trail to the north. This committee has held monthly meetings, taken field trips throughout the potential trail area, met with property owners, hosted public meetings, and produced maps and other literature to help inform the public. The committee is now presenting the concept plan to park boards, council, and commissioners for their approval. The final step will be to have it adopted by the Cowlitz-Wahkiakum Council of Governments as an amendment to the county regional trail plan.

At the September 16, 2010 Kelso Park Board Meeting the Board was presented with an overview of the South Cowlitz River Trail concept plan and unanimously voted to "Pass this onto the Council so they can adopt the resolution to follow through".

RECOMMENDED ACTION:

Staff recommends council to make a motion to adopt the attached proposed resolution amending the Kelso Parks and Recreation Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON
AMENDING THE KELSO PARK AND RECREATION PLAN, AS
PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, the Kelso Park and Recreation Plan was adopted by Resolution No. 08-968 on March 4, 2008; and

WHEREAS, revisions are needed of the Kelso Parks and Recreation Plan to include the proposed Cowlitz County Regional Trail Plan which provides a system of trails that link public lands with residential, employment, and shopping areas throughout the city; and

WHEREAS, these revisions include the South Cowlitz River Trail Plan which will link to the North Cowlitz River Trail, establishing a trail that will connect the cities of Castle Rock, Longview, Kelso, and areas of Cowlitz County; and

WHEREAS, these revisions to the Kelso Park and Recreation Plan will contribute to the continued orderly acquisition and development of park land; and

WHEREAS, recreation services enhance the quality of life in the community and should address the current needs of the residents of the City of Kelso; and

WHEREAS, the citizens of the City of Kelso have been given the opportunity to provide direction to the Parks and Recreation Department staff in preparing these revisions; and

WHEREAS, The proposed revisions to the City of Kelso Park and Recreation Plan were also reviewed and recommended for approval by the City of Kelso Park Board; and

WHEREAS, the City Council of the City of Kelso, after having considered said revisions, has determined to adopt the same; and

NOW, THEREFORE, BE IT RESOLVED that the City of Kelso hereby adopts the proposed revisions to the Kelso Parks and Recreation Plan.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of _____, 2010.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

